

LEGAL

ADVERTISEMENT FOR BIDS FOR DEMOLITION OF BUILDINGS FOR THE CITY OF UNION CITY, TENNESSEE

Bids for the furnishing of labor, tools, equipment and materials, supplies and services necessary to demolish any and all buildings or other improvements, remove and dispose of all materials, and clean up, level, and otherwise improve properties located **at 4525 and 4545 Knox Daniel Rd., Union City, TN.**, will be received by the City of Union City, Tennessee until 10:00 a.m. local time on the 21st of December, 2021, at the City Municipal Building, 408 S. Depot St., Union City, Tennessee 38261, at which time and place they will be publicly opened and read aloud. Bids for this project being delivered via U. S. Postal Service or shipped via a parcel delivery service should be addressed to Ms. Kathy Dillon, City Manager, 408 S. Depot St., Union City, Tennessee 38261, and the bidder shall be responsible for their early delivery. Bids delivered using the U. S. Postal Service or a parcel delivery service must be labeled on the envelope used for bidding and "bid enclosed" and an inside sealed envelope with all required information described thereafter listed on its exterior shall be utilized to package the bid. The contract document may be examined at the office of the City Manager, Municipal Building, 408 S. Depot Street, Union City, Tennessee 38261.

The owner reserves the right to reject any and all bids, to waive informalities, and to negotiate with the apparent best bidder or bidders to such extent as may be necessary.

No bidder may withdraw his bid for 30 days after the date of the bid opening. Mutually agreed upon extensions of time may be made if necessary.

As part of the submission of the bid, the bidder shall include one or more certificates of insurance as provided in the contract document.

City of Union City, Tennessee

Terry L. Hailey, Mayor

5/08/14

BID FORM

PROPERTY LOCATION: 4525 and 4545 Knox Daniel Rd.

Bid for demolition of initial structure, trees, shrubs, removal any out-buildings, fence row along the alley and disposal of all materials from property, required dirt spread and leveled as needed to leave property in a condition satisfactory to be mowed and maintained. Leveled property must meet approval of City Manager or her designee.

\$ _____

It is the policy of the City of Union City, Tennessee not to discriminate on the basis of race, color, national origin, age, sex or disability in any practice of, admission to, access to, or operation of programs, services and activities.

CITY OF UNION CITY DEMOLITION CONTRACT

This agreement is made and entered into on this ____ day of _____, 2021, by and between CITY OF UNION CITY, TENNESSEE (hereinafter referred to as "City") and _____ (hereinafter referred to as "Contractor").

The parties hereby contract, agree, covenant and warrant as follows:

ARTICLE I

SCOPE OF WORK

The work shall be performed on property located at **4525 and 4545 Knox Daniel Rd., Union City, Tennessee (the "Property")**. **The work to be done consists of furnishing all labor, tools, equipment, and materials, supplies and services necessary to demolish any and all buildings or other improvements on the Property including but not limited to the shrubs, trees, dilapidated out-buildings and garages, remove and properly dispose of all materials from the Property to a condition satisfactory with the "Final Grade" conditions as outlined in this document. Any and all work must be performed within TDEC regulations.**

Contractor is responsible for proper disposal of all unused materials; perform work and leave in a satisfactory condition to meet the approval of the City Manager or her designee. All contractors are required to submit dump tickets to ensure proper disposal of demolition materials.

The work shall be commenced no later than 10 days after the date of this contract and shall be completed 30 days thereafter.

Final Grade shall be defined by the following conditions and is subject to the approval of the City Manager or a designee appointed by the City Manager.

1. The Contractor shall grade the site to provide a smooth surface. The Contractor shall not leave holes in the ground. Fill dirt will be imported and compacted if necessary.
2. No foreign materials shall protrude above final grade. Including but not limited to roots, bricks & building materials.

ARTICLE II

PAYMENT

As consideration for performing all work to be performed under this contract, the City agrees to pay to the Contractor and the Contractor agrees to accept from the City the lump sum amount of _____. Payment shall be made within 45 days upon completion of the work to the satisfaction of the City.

ARTICLE III

DELAYS OR NONCOMPLETION

If the Contractor fails or refuses to perform this contract for any reason whatsoever, the City may terminate this contract at its election. In the event that the contract is terminated by the City or the Contractor fails to complete the work within the time herein specified, the City shall have the right to have the work completed and deduct the cost for the completion of the contract from the amount owed to the Contractor.

ARTICLE IV

INSURANCE

The Contractor shall procure and keep in force policies providing for insurance hereinafter stated, even if such policies are not required by law. Such policies shall be non-cancellable. A certificate of insurance describing the coverage shall be furnished by the Contractor and shall contain appropriate wording to the effect that the policies described cover the Contractor's operation under this contract. Proof of the existence of the policies shall be included with any bid submitted by the contractor.

Workers Compensation Contractor is responsible for the work-related injuries of the contractor, contractor's employees and sub-contractors. Contractor will require workers compensation coverage from ALL independent contractors with no exemptions or exclusions and assume the responsibility for workers compensation benefits of any uninsured subcontractors. Certificates of insurance are required as proof that the appropriate workers compensation coverage has been put in place at the time of the bid opening.

Commercial General Liability: The Contractor will obtain, at its expense, and keep in force at all times, policy insuring the City, its agents and employees, for all damages on account of injuries to persons or property in the amount of Five Hundred Thousand Dollars (\$500,000.00) and in the aggregate amount of One Million Dollars (\$1,000,000.00) and name the City of Union City as additionally insured. Written evidence that the policy contract has been obtained and is in force will be furnished the City. The policy will also provide that notice of cancellation will be given the City by the insurer.

ARTICLE V

CONDUCT OF OPERATION

1. The Contractor shall conduct its operation so as to interfere as little as possible with the public use of roads, walks and entrances to structures.
2. In the event the City finds it necessary to defend itself in Court from claims brought by the alleged negligence, intentional acts, or nonperformance of the Contractor, its employees or agents, the Contractor shall reimburse the City for all reasonable attorney's fees, deposition costs, Court costs, travel, lodging, meals, and other out-of-pocket expenses incurred as a result of having to defend such suit.

ARTICLE VI

PERMITS AND LICENSES AND COMPLIANCE WITH LAW

The Contractor shall obtain, at its expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. The Contractor and its agents and servants shall comply with all federal, state, and local laws and ordinances and rules and regulations promulgated pursuant thereto. The Contractor shall comply with all amendments to all federal laws and state laws and rules and regulations promulgated pursuant thereto pertaining to its performance under this contract.

ARTICLE VII

INDEMNIFICATION BY CONTRACTOR

The contractor hereby agrees to protect, indemnify and save harmless the City from any and all loss, expense, damage, charges, and costs (including Court costs and counsel fees) for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any negligence or intentional act on the part of the Contractor, its agents, servants, or employees, or any person who is engaged in the performance of the work carrying out this contract.

ARTICLE VIII

SUBCONTRACTING AND ASSIGNMENT

The Contractor shall not enter into any subcontracts, agreements, or assignment, in whole or in part, of this contract.

ARTICLE IX

NOTICE TO PARTIES

In the event that notice to the parties as provided under this contract, a notice to the City of Union City shall be addressed to the City Manager, City of Union City, City Hall, Union City, Tennessee, 38281; and notice to the Contractor shall be addressed to

receipt of certified mail issued by the United States Postal authorities shall be conclusive evidence of delivery of any notice given by either party under this contract.

ARTICLE X

TERMINATION

In the event the Contractor fails to perform this contract in accordance with its provisions, terms and conditions, the City may, at its option, terminate the contract by giving seven (7) days written notice of such termination to the Contractor.

The rights of the City hereunder shall be continuing, and the failure of the City to exercise any of its rights hereunder shall not constitute a waiver thereof.

EXECUTED on the date above written.

BY: _____
Its _____
"Contractor"

CITY OF UNION CITY, TENNESSEE

BY: _____
Its Mayor
"City"

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY